

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

UNITED STATES OF AMERICA,
Plaintiff,

v.

JULIET PAYSEUR and 20-22 MCGREGOR
AVENUE, LLC,
Defendants.

Civil Action No. 2:25-cv-00548-
BRM-AME

SETTLEMENT AGREEMENT

1. To avoid the expense, delay, and inconvenience of protracted litigation, the United States and Defendants (collectively, “the Parties”) have voluntarily agreed, as indicated by the signatures below, to resolve the United States’ claims against Defendants through this Settlement Agreement (“Settlement Agreement” or “Agreement”), without the necessity of a public hearing on the merits and without admission of liability or wrongdoing on the part of Defendants.

2. This Settlement Agreement shall not constitute an admission or acknowledgment of liability by Defendants on the merits of any claims asserted or issues raised by the United States.

I. INTRODUCTION

3. This action (“Civil Action”) was filed by the United States on January 15, 2025, to enforce Title VIII of the Civil Rights Act of 1968, as amended, 42 U.S.C. §§ 3601-3619, 3631 (“Fair Housing Act” or “FHA”). The United States’ Complaint alleges that Defendants Juliet Payseur (“Payseur”) and 20-22 McGregor Avenue, LLC (“Defendants”) discriminated against Complainant Brittany Doyle (“Ms. Doyle”) on the basis of race, in violation of the Fair Housing Act, with respect to a unit in a residential rental property located at 20-22 McGregor Avenue in Mount Arlington, New

Jersey. *See generally* Compl., ECF No. 1. The Complaint followed an investigation and charge of discrimination by the United States Department of Housing and Urban Development (“HUD”) and election by the Complainant to proceed in federal court.

4. Specifically, the United States’ Complaint alleges that the Defendants discriminated against the Complainant, Brittany Doyle, a mother who lived in subsidized housing with her children, based on race by demanding a significant rent increase and by requiring burdensome lease terms for Ms. Doyle, a Black woman, while treating a White tenant more favorably in both respects. The United States’ Complaint further alleges that Defendants then engaged in a campaign to terminate Ms. Doyle’s housing voucher. In addition, the United States’ Complaint alleges that after Ms. Doyle asserted her Fair Housing Act rights by filing a complaint with HUD, Defendants retaliated against her by lobbying for the termination of Ms. Doyle’s housing voucher, contacting government agencies to disparage Ms. Doyle, and otherwise targeting and harassing Ms. Doyle and her children.

5. Defendants deny the allegations asserted in the Complaint and otherwise by the United States, HUD, and Ms. Doyle.

6. Defendants represent that 20-22 McGregor Avenue LLC no longer owns any residential rental property in the United States and will not own any residential rental property in the United States at any point in the future. The United States takes no position on Defendants’ potential dissolution of 20-22 McGregor Avenue LLC, to the extent its principals and/or members desire to dissolve that entity. In the event dissolution of 20-22 McGregor Avenue LLC occurs, this Agreement shall remain in full force and effect as to Defendant Payseur.

7. Defendants represent that Payseur currently has an ownership, financial, or controlling interest in residential rental properties. These properties (“Covered Properties”) are listed in Attachment A. If Payseur acquires additional ownership, financial, or controlling interests in a residential rental property during the term of this Agreement, that property will be considered one of

the “Covered Properties.”

8. Defendants represent that Payseur no longer manages any residential rental property in the United States and will not manage any residential rental property in the United States during the term of this Agreement.

9. In consideration of, and consistent with, the terms of this Agreement, the United States agrees to jointly stipulate with Defendants to the dismissal of the United States’ claims against Defendants in this Civil Action. The Parties agree and acknowledge that this consideration is adequate and sufficient. If the Complainant, Ms. Doyle, intervenes in this Civil Action, this Agreement does not resolve her individual claims against Defendants.

II. GENERAL PROHIBITION

10. Defendants, their agents, employees, successors, and all other persons in active concert or participation with any of them, hereby agree not to:

- a. Deny a dwelling or otherwise make a dwelling unavailable to any person because of race and/or color, in violation of 42 U.S.C. 3604(a);
- b. Discriminate against any person in the terms, conditions, or privileges of the rental of a dwelling, or in the provision of services or facilities in connection therewith, because of race and/or color, in violation of 42 U.S.C. 3604(b); or
- c. Coerce, intimidate, threaten, or interfere with any person in the exercise or enjoyment of, or on account of that person’s having exercised or enjoyed, any right granted or protected by the Fair Housing Act, in violation of 42 U.S.C. 3617.

11. The requirements of this Agreement apply to all Covered Properties.

12. Defendants shall notify the United States within 30 days of the date on which Defendants acquire an ownership, management, financial, or controlling interest in any additional

residential rental property, other than the Covered Properties listed in Attachment A, for the term of this Agreement.

III. PROPERTY MANAGEMENT RESPONSIBILITIES

13. Defendant Payseur agrees not to directly or indirectly perform any Property Management Responsibilities at any Covered Property.

14. “Property Management Responsibilities” means, with respect to any Covered Property: determining tenant eligibility for subsidies or waivers of fees and rents; determining whom to rent to, whom to evict, and/or whose lease to renew or not renew; inspecting units; performing or supervising repairs or maintenance; collecting rent and fees; or engaging in any other property-related activities that involve, or may involve, personal contact with tenants, including contact by telephone call, video call, e-mail, fax, text or instant message, contacts through social media, or other communications made through third parties other than an Independent Manager (as defined below), except as provided in Paragraph 18.

15. All Property Management Responsibilities at a Covered Property must be handled by an Independent Manager.

16. An “Independent Manager” is an individual or entity experienced in managing residential rental properties, and who is not Defendant Payseur. Defendants must submit the name of any proposed Independent Manager(s) to the United States and any other information the United States reasonably requests to the United States for non-objection in advance. The United States will not unreasonably withhold its non-objection for Defendants’ proposed Independent Manager.

17. This Agreement does not restrict or otherwise affect Payseur’s ability to act, function, or otherwise work as a real estate agent, subject to the limitations in this Agreement.

18. Defendant Payseur agrees not to enter the premises of any Covered Property, except

that she may do so only when accompanied by the Independent Manager and only if necessary to: (a) perform work that is reasonably necessary in her role as a real estate agent, or (b) prevent loss or damage to the property or persons therein in the event of an emergency. In this context, the premises include, but are not limited to, the dwelling units, communal spaces, yards, parking areas, and garages.

19. Even while acting in her role as a real estate agent, Defendant Payseur may not personally contact any tenant of a Covered Property. All communications with tenants of a Covered Property must be handled by the Independent Manager.

20. Within 30 days of this Agreement's effective date, Defendants will provide written notice to each tenant at any Covered Property explaining the role of the Independent Manager, in the form of Attachment B. This written notice will be provided to future tenants at any Covered Property on the day a lease is signed.

21. If, after retaining an Independent Manager, Defendants wish to change the Independent Manager for any reason, they will submit the name of the proposed new Independent Manager and any other information the United States reasonably requests to the United States for non-objection at least 10 days in advance.

22. The United States may communicate directly with the Independent Manager as needed to ensure Defendants' compliance with the terms of this Agreement.

23. Within five business days of the Independent Manager assuming the role, Defendants shall ensure that the Independent Manager receives a copy of this Agreement and is aware of its requirements.

IV. MANDATORY EDUCATION AND TRAINING

24. Within 90 days of this Agreement's effective date, Defendant Payseur and the

Independent Manager of any Covered Properties shall attend a training on the Fair Housing Act. The training shall be consistent with the following:

- a. The training shall not be provided by Defendants, their employees, agents, or counsel.
The training must be provided by a third-party individual or entity qualified to conduct such training.
- b. At least 15 days before the training, Defendants shall submit to the United States the name of the training, the name of the individual or entity providing the training, and a link to an online summary of the training that sufficiently describes its content.
- c. Defendants must first receive the United States' non-objection to the training as sufficient for the purposes of this Agreement, and the United States will not unreasonably object to the proposed training.
- d. Defendants shall bear any expenses associated with the training.
- e. In the event such training cannot be timely attended due to events or circumstances out of Defendants' control, Defendants shall notify the United States of such events or circumstances. In the event the expenses attendant to the required training are unreasonable or unduly burdensome, the United States and Defendants agree to work in good faith to identify acceptable training for which the expenses are not unreasonable or unduly burdensome.

25. Any new Independent Manager of any Covered Property shall receive training on the Fair Housing Act consistent with this Section within 30 days of the date on which their involvement begins. Defendants shall follow the procedure set forth in Paragraph 24, except that Defendants may provide notice 7 days before the proposed training.

V. NONDISCRIMINATION POLICIES AND ADVERTISING

26. Within 30 days of this Agreement's effective date, Defendants shall distribute to all tenants at Covered Properties a flyer indicating the nondiscrimination requirements of the federal Fair Housing Act. A flyer that comports with 24 C.F.R. § 110 satisfies this requirement. Defendants may use HUD Form 928, available in English as of the date on which the Parties signed this Agreement at: <https://www.hud.gov/sites/documents/928.1.pdf>.

27. Defendants shall ensure that any new advertising for any unit in a Covered Property that is placed in newspapers, in telephone directories, on radio, on television, on the internet, or in other media, and any signs, pamphlets, brochures, or other promotional literature, includes (a) a fair housing logo and (b) the phrase "Equal Housing Opportunity Property" and the following sentences: "We are an Equal Opportunity Housing Provider. We do not discriminate on the basis of race, color, national origin, religion, sex, familial status, or disability."

28. Within 45 days of this Agreement's effective date, Defendants shall submit to the United States for non-objection a proposed Nondiscrimination Policy and Complaint Procedure. The Nondiscrimination Policy and Complaint Procedure will prohibit discrimination under the Fair Housing Act and will include a formal complaint procedure. The United States will not unreasonably withhold its non-objection for Defendants' proposed Nondiscrimination Policy and Complaint Procedure. Defendants will distribute the Nondiscrimination Policy and Complaint Procedure to a) the Independent Manager and b) all tenants at Covered Properties within 10 days of the United States' non-objection. Thereafter, Defendants shall ensure that a copy of the Nondiscrimination Policy and Complaint Procedure is attached to the lease of every new tenant.

VI. REPORTING AND RECORDKEEPING

29. Six months after the effective date of this Agreement, and every six months thereafter for the term of this Agreement, to reflect information from the preceding six-month period,

Defendants shall submit to counsel for the United States a compliance report (the “Compliance Report”), by completing the form in Attachment C.¹

30. Defendants shall attach to the Compliance Report a) a copy of any advertising for any units in Covered Properties; and b) a copy of any written complaint submitted under Defendants’ complaint procedure.

31. Defendants will submit the final Compliance Report to the United States no later than 60 days before the expiration of this Agreement.

32. Defendants shall preserve all records relating to their obligations under this Agreement. Counsel for the United States shall be permitted, upon providing reasonable notice, to inspect and copy at reasonable times any and all records related to Defendants’ obligations under this Agreement.

VII. SCOPE, EXECUTION, AND DURATION OF AGREEMENT

33. This Agreement is effective on the date of the signature of the last signatory to the Agreement. The Agreement may be executed in multiple counterparts. Facsimiles and/or .pdfs of signatures shall constitute acceptable, binding signatures for purposes of this Agreement.

34. Unless otherwise specified, the provisions of this Agreement will remain in effect for three years after the date of its entry.

35. The Parties agree to file a Stipulation of Dismissal, with prejudice, under Fed. R. Civ. P. 41(a), within seven calendar days of the Agreement’s effective date, understanding that the timing of dismissal is subject to the approval of the Court. Dismissal of the Civil Action shall in no way constitute dismissal of or otherwise dispose of any claims Ms. Doyle may have against Defendants

¹ Compliance Reports and all other information required to be provided to the United States pursuant to this Agreement should be provided via email to: Kathryn.Legomsky@usdoj.gov and fairhousing@usdoj.gov, or as otherwise instructed by counsel or staff of counsel for the United States.

in connection with the subject matter at issue in the Civil Action.

36. The Agreement shall be binding on Defendants and any of their employees, representatives, officers, heirs, assigns, subsidiaries, or successors in interest.

37. The Parties will endeavor in good faith to resolve informally any differences regarding interpretation of or compliance with this Agreement before initiating Court action. However, in the event the United States contends that there has been a failure by Defendants, whether willful or otherwise, to perform in a timely manner any act required by this Agreement or otherwise to act in conformance with any provision thereof, the United States shall notify Defendants in writing of its concerns. Defendants shall have 30 days to cure the alleged breach. If the Parties are unable to reach a resolution, any Party may file a lawsuit for breach of this Agreement, or any provision thereof, in the United States District Court for the District of New Jersey. In any such action, Defendants agree not to contest the venue or the exercise of personal jurisdiction over them by this Court. The United States may seek, and the Court may grant as relief, an order mandating specific performance of any provision in this Agreement, without regard to whether monetary relief would be adequate; an award of any reasonable attorneys' fees and costs incurred in bringing the action; and additional relief authorized by law or equity. In the event the United States moves the Court as detailed in this paragraph, Defendants retain the right to oppose such application.

38. Failure of the United States to insist upon strict performance of any provision of this Agreement will not be deemed a waiver of the United States' rights or remedies or a waiver by the United States of any default by Defendants in performance or compliance with any terms of this Agreement.

39. Any time limits for performance imposed by this Agreement may be extended by mutual written agreement of the Parties. The Parties may also agree in writing to minor modifications to the provisions of this Agreement. Any other modifications to the provisions of this Agreement

must be approved by the Court.

40. Each signatory hereto warrants that he or she is competent and possesses the full and complete authority to covenant to this Agreement on behalf of himself, herself, or the Party that he or she represents.

41. Each Party and signatory to this Agreement represents that it freely and voluntarily enters into this Agreement without any degree of duress or compulsion. The Parties agree that each Party and its representatives have acted consistent with the duty of good faith and fair dealing.

42. Except as provided in Paragraph 37, the United States and Defendants will bear their own costs and attorneys' fees associated with this litigation.

43. The Parties agree that, as of the effective date of this Agreement, litigation is not "reasonably foreseeable" between the Parties concerning the matters described in this Agreement. To the extent that any Party has previously implemented a litigation hold to preserve documents, electronically stored information, or things related to the matters described above, that Party is no longer required to maintain such litigation hold, except that if Ms. Doyle intervenes in this Civil Action, this sentence shall not apply to Defendants. Nothing in this Paragraph relieves any party of any other obligations under this Agreement, including, inter alia, Defendants' obligation to preserve documents as necessary to implement the requirements of this Agreement.

FOR PLAINTIFF UNITED STATES OF AMERICA:

Dated: July 9, 2025

HARMEET K. DHILLON
Assistant Attorney General
Civil Rights Division

MICHAEL E. GATES
Deputy Assistant Attorney General
Civil Rights Division

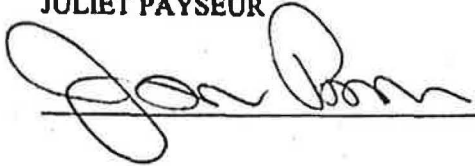
CARRIE PAGNUCCO
Chief

s/Katie Legomsky
TAMICA DANIEL
Deputy Chief
KATIE LEGOMSKY
Housing and Civil Enforcement Section
Civil Rights Division
United States Department of Justice
150 M Street NE, 8th Floor
Washington, DC 20530
Phone: (202) 598-6587
Fax: (202) 514-1116
E-mail: kathryn.legomsky@usdoj.gov

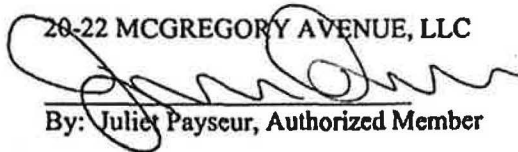
**FOR DEFENDANTS JULIET PAYSEUR AND 20-22 MCGREGOR AVENUE,
LLC:**

Dated: July 8, 2025

JULIET PAYSEUR

A handwritten signature in black ink, appearing to read "Juliet Payseur", written over a horizontal line.

20-22 MCGREGORY AVENUE, LLC

A handwritten signature in black ink, appearing to read "Juliet Payseur", written over a horizontal line.

By: Juliet Payseur, Authorized Member

Attachment A
List of Covered Properties

- 64 Chestnut Street, Lake George, New York
- 318 Hillside Avenue, Boonton, New Jersey
- 23 Madison Street, Newton, New Jersey

Attachment B
Notice to Tenants

Tenant:

Please note that [NAME] serves as the Independent Manager of the property located at [ADDRESS]. Juliet Payseur, who owns this property, will not handle property management responsibilities. [NAME] will handle all property management responsibilities. These property management responsibilities include:

- Determining tenant eligibility for subsidies or waivers of fees and rents;
- Determining whom to rent to, whom to evict, and/or whose lease to renew or not renew;
- Inspecting units;
- Performing or supervising repairs or maintenance;
- Collecting rent and fees; and
- Other activities that may involve personal contact with tenants related to the property, including contact by telephone call, video call, e-mail, fax, text or instant message, social media, or other communications through third parties.

If you have questions about this notice, please contact the Independent Manager at [CONTACT INFORMATION].

Attachment C

Compliance Report Form

This Compliance Report Form meets the requirements set forth in the Settlement Agreement in *United States v. Payseur et al.* (D.N.J.), No. 2:25-cv-00548-BRM-AME. Defendants may submit this Form via email to Kathryn.Legomsky@usdoj.gov and fairhousing@usdoj.gov.

I.A. Date of Compliance Report:	I.B. Identify 6-month period covered by this report (“reporting period”):
II.A. List the addresses of all residential properties that are rented to third parties in which Juliet Payseur has an ownership, financial, or controlling interest: 1. Address: _____ 2. Address: _____ 3. Address: _____ 4. Address: _____ 5. Address: _____ <i>* Include information about any additional properties as an attachment to this form.</i>	II.B. Identify the number of tenants residing at each property: 1. _____ 2. _____ 3. _____ 4. _____ 5. _____
III.A. Independent Manager. Provide the name of the Independent Manager who has served at any Covered Property, and identify the property at which they served:	III.B. Identify the dates during which the Independent Manager(s) served during the reporting period: III.C. Identify the date on which the Independent Manager(s) identified in this section received a copy of the Nondiscrimination Policy, if done during the reporting period:
IV.A. Nondiscrimination Policy and Complaint Procedure. Identify the date on which any tenant at Covered Properties received a copy:	IV.B. Confirm this was attached to each tenant’s lease when the lease was signed: YES _____ NO _____

<p>V.A. Training: The following individuals received training on the Fair Housing Act during this reporting period:</p>	<p>V.B. Has Defendant Payseur and any Independent Manager of any Covered Properties received training on the Fair Housing Act, in accordance with the terms of the Agreement?</p> <p>YES _____ NO _____</p>
<p>VI.A. Complaints: Was a written or oral complaint against Defendants, or against any of Defendants' employees, agents, or any other persons involved in the rental or management of units in Covered Properties, related to alleged discrimination under the Fair Housing Act, communicated to Defendants during the reporting period?</p> <p>YES _____ NO _____</p>	<p>VI.B. If yes to VI.A, provide the following information as an attachment to this reporting form:</p> <ol style="list-style-type: none"> 1. A summary of each complaint. 2. Identification of the Covered property at issue. 3. Description of how Defendants responded to each complaint. 4. The name, address, and telephone number of the complainant. 5. Provide copies of all documents related to each complaint, including e-mails, text messages, voicemail messages, or other communications.
<p>VII. Advertisements: Provide as an attachment to this report a copy of advertising for any units in Covered Properties, including any material that appears online. If the advertisement is currently online, providing a link to the website on which it appears will be sufficient.</p>	

Attestation:

I, Juliet Payseur, attest to the following:

- A. I did not directly or indirectly perform any Property Management Responsibilities at any Covered Property, as defined by Paragraph 14 of the Agreement, or any other residential rental property during the period covered by this report.
- B. I ensured that all records related to obligations under this Agreement were preserved, including but not limited to any complaints received by any tenant covered by this Agreement.
- C. I complied with all other terms of the Agreement during this reporting period.

Signature

Date